



# State of Utah

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

Michael O. Leavitt  
Governor

Lowell P. Braxton  
Division Director

m/37/081

## FACSIMILE COVER SHEET

DATE: June 29, 2001

NUMBER OF PAGES INCLUDING THIS COVER SHEET: 8

TO:

Jerry Halliday  
Halliday Const

FAX NUMBER: 1-435-678-3503

FROM:

Wayne Hedberg

Minerals Reclamation and Development Program

PHONE: (801) 538-5291

FAX: (801) 359-3940

SUBJECT:

CD forms - Halliday Const Co. Lime Ridge  
m/037/081

REMARKS:

original letter will be sent via  
regular mail.

**Should you encounter any problems with this copy, or do not receive all the pages, please call**

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TRANSACTION REPORT

P. 01

JUN-29-2001 FRI 09:39 AM

FOR: OIL, GAS & MINING

801 359 3940

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
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FAX NUMBER: 1-435-678-3503

FROM:

Wayne Hedberg

Minerals Reclamation and Development Program

PHONE:

(801) 538-5291

First Security Bank Bank, N.A.

Office: Murray Branch

Date: 06302000

Account Number:

Owner(s):

FBO THE STATE OF UTAH, DIVISION OF OIL, GAS & mining, RECLAMATION SURETY

You have deposited \$ 20,000.00 into a First Security Bank

MONEY MASTER CERTIFICATE-Fixed Rate

QUARRY

for a term of 24 MONTHS with a maturity date of . The interest rate is 6.820% with an

annual percentage yield of 7.000%. The annual percentage yield was calculated, using the terms you requested, with the interest

compounded QUARTERLY, paid QUARTERLY, by depositing to the account

Thank you for opening a Time Deposit Account with First Security Bank.

Opened by: Lorna Garlitz

This is a receipt for funds you have placed on deposit with First Security Bank. It need not be presented when you wish to withdraw funds from your account. Your account is subject to the terms stated above and to the following conditions. The terms "we", "our" and "us" mean First Security Bank.

### SPECIFIC ACCOUNT CONDITIONS

#### ☒ Money Master Insured Certificate of Deposit Account - Fixed Rate

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
- This account will automatically renew at maturity for an additional like term. A new interest rate and annual percentage yield may be assigned when the deposit renews, which will remain fixed until the next maturity date. You will have ten (10) calendar days after maturity to withdraw funds without penalty. If you choose to close the account during this ten-day grace period, you will forfeit any interest that would have otherwise been accruing since maturity at the new interest rate/annual percentage yield.
- A deposit of at least \$500 is required to open this account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits to this account are not permitted except at maturity.

#### ☐ Money Master Insured Certificate of Deposit Account - Variable Rate

- The interest rate and annual percentage yield on this account may change at any time at our discretion.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
- This account will automatically renew at maturity for an additional like term. A new, variable interest rate and annual percentage yield may be assigned when the deposit renews. You will have ten (10) calendar days after maturity to withdraw funds without penalty. If you choose to close the account during this ten-day grace period, you will forfeit any interest that would have otherwise been accruing since maturity at the new interest rate/annual percentage yield.
- A deposit of at least \$500 is required to open this account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits of at least \$100 may be made to this account at any time. Deposits by an automatic transfer from a First Security Bank checking or savings account may be made in any amount.

#### ☐ Special Day Certificate of Deposit Account

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from fourteen (14) days to five (5) years. The specific term you have chosen is disclosed above.
- This account will not automatically renew at maturity. If you do not renew the account, your deposit will be placed in a non-interest earning account. No interest will be paid after final maturity.
- A deposit of at least \$500 is required to open this account unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a deposit of at least \$10,000 is required to open the account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a daily balance of at least \$10,000 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than this minimum balance requirement.
- Additional deposits to this account are not permitted.

ALL INSTRUMENTS LISTED BELOW ARE ISSUED TO THE SAME ACCOUNT OWNER(S). THE TIN CE TIED CORRECT ON THE FRONT OF THIS CARD APPLIES TO ALL LISTED INSTRUMENTS.

Taxpayer Identification Number (TIN) to be used on this account:

Name of account owner assigned TIN

By signature below, I certify under penalties or perjury that:

- (1) The number shown above is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and  
 (2) I am NOT subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

☐ If checked here, I am subject to backup withholding.

- ☐ If checked here, I certify that I am NOT a U.S. citizen or resident (or the account is owned by a foreign corporation, partnership, estate or trust) and am NOT subject to certain U.S. information return reporting backup withholding rules. (If checked, Form W-8, Certificate of Foreign Status, must be signed by depositor.)

First Security Bank, N.A.

Murray Branch

Offi.  
Sec

Account Name:

FBO THE STATE OF UTAH, DIVISION OF OIL,

DEPOSIT INSTRUMENTS OWNED BY THE BELOW SIGNERS ARE LISTED ON THE REVERSE SIDE  
 The Internal Revenue Service does not require your consent to any provision of this document other than the certifications to avoid backup withholding.

LOWELL P. BRAXTON, DIRECTOR UT. D. OF OIL  
 GAS & MINING

Signature(s)

Number of signatures required for withdrawals

Primary Customer Address:

City:

State

ZIP

Phone:

SALT LAKE CITY

UT 841071411 ( ) -

Mailing Address (if different than above):

City:

State:

ZIP:

Identification #1:

Identification #2

Birthplace

Birthdate: Mother's Maiden Name

1

2

Employer:

Occupation:

Work Address:

Work Phone:

1

2

References Verified:

Documents on File:

☐ Corporate Resolution-Dated

☐ Organization Authority-Dated

☐ Correspondence Hold Authority-Dated

☐ Other

Dated:

TIME DEPOSIT ACCOUNT SIGNATURE RECORD

CD  
(Last revised September 2000)

\_\_\_\_\_ (Bank Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_

\_\_\_\_\_

\* This cover letter  
to be prepared by  
Oil, Gas & Mining  
& forwarded to the  
bank with  
signatures.

Attention: \_\_\_\_\_ (Bank Acct. Rep., Branch Manager, etc.)

Re: Reclamation Surety, Certificate of Deposit for \_\_\_\_\_ Mine Site,

M/\_\_\_\_\_/\_\_\_\_\_ (OGM mine file #) , \_\_\_\_\_ County, Utah

Certificate of Deposit no. \_\_\_\_\_; Principal Amount \$ \_\_\_\_\_.

This letter describes the mutually agreed upon instructions of the below signed parties to  
\_\_\_\_\_ Bank (Bank), regarding the control, redemption, and release of Bank's above-  
described certificate of deposit (CD), which is being used as a surety to guarantee the availability of  
reclamation funds for the \_\_\_\_\_ mine site, \_\_\_\_\_ County,  
Utah (Mine Site). It is the intention of the parties that the CD be utilized as surety to guarantee that  
\$ \_\_\_\_\_ in reclamation funds will be available to the State of Utah, Division of Oil,  
Gas & Mining (Division) upon demand in the event that the operator(s) of the Mine Site are unable or  
unwilling to complete reclamation of the mine site in compliance with state law and regulations (Title 40-8-  
14(7), and Rules R647-4-114 & R647-5-101).

**Ownership and Renewal:**

Ownership of the CD is retained by \_\_\_\_\_, a \_\_\_\_\_ corporation, and  
by \_\_\_\_\_, an individual(s), (collectively "Owners"), but it is held by Bank for the benefit  
of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in  
this agreement. The CD shall automatically renew indefinitely until either redeemed or released by the  
Director of the Division.

**Redemption:**

The CD may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of the Director, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil Gas and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners' control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD.

**Release:**

The bank shall release the CD only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owners, or their legal successors-in-interest.

**Accrued Interest:**

Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner(s) may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$ \_\_\_\_\_. All tax liabilities for accrued interest shall remain the responsibility of the Owners.

**Bank will not be held liable for any dispute between the parties.**

Agreed Upon By:

\_\_\_\_\_  
Lowell P. Braxton, Director  
Utah Division of Oil, Gas & Mining  
Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Owner  
Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Owner  
Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_

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